

EXHIBIT A

HATEM RETAINER

ALBERT A. HATEM, P. C.

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June 11, 2019

Via E-Mail

Mr. Yaw Adjei Asante
1056 E. 215th Street
Bronx, NY 10469

Re: Fraud Claim(s) involving Real Property

Dear Mr. Asante:

This Letter of Engagement is furnished to you in accordance with Part 1215 of the Joint Rules of the Appellate Division.

Having reviewed with you the Statement of Client's Rights and the Statement of Client's Responsibilities, copy of which will be provided to you upon request, we will undertake your representation in connection with collection matters forwarded to this firm, under the following terms and conditions:

SCOPE OF REPRESENTATION

Our services in this matter will end, unless otherwise agreed upon in a writing signed by us, when there is a final agreement, settlement, decision or judgment by the Court or with the adverse party. Not Included within the scope of our representation are appeals from any judgments or orders of the court. Appeals are subject to separate discussion and negotiation between our Firm and you. Also not included in the scope of this agreement are services you may request of us in connection with any other matter, action or proceeding.

At this present time there is no conflict of interest in the Law Firm's representation of the Client. However, in the event that any conflict arises, the Client will either, consent to release the Law Firm of any and all obligations contained herein or (if possible) enter into a written waiver of conflict of interest. Any waiver for a conflict of interest must be in writing and signed by all parties affected by the conflict.

FEES, EXPENSES AND BILLING PRACTICE

Services to be performed by Firm: Firm agrees to perform the following services, if necessary, with respect to each claim described above;

- review of facts, research legal issues and recommendations for action(s);
- coordinate with local authorities in related investigations;
- prosecute appropriate actions in the State Courts, etc.

Services Not Covered by This Agreement: If additional services are necessary in connection with Client's claims, and Client requests Firm to perform such services, additional fee arrangements must be made between Firm and Client. Such additional services may be required, for example:

- if an Order, Decision and/or judgment is rendered by the Court that is not in Client's favor, or any element of an Order, Decision, and/or judgment is unsatisfactory to Client and an Appeal is requested by the Client;
- if an Order or Decision of the Court is rendered in Client's favor, and an opposing party appeals from said Order or Decision;
- if a retrial is ordered after a motion for new trial or mistrial, or reversal of the judgment on appeal;
- any opposition motion practice i.e. motion to dismiss, vacate, reargue or renew;

~~WPA~~ ~~APM~~ **No Guarantee as to Result:** Client acknowledges that Attorney has made no guarantee as to the outcome of this matter in connection with Client's claim(s).

Litigation Costs and Expenses: Firm is authorized to incur reasonable costs and expenses in performing recovery and/or legal services under this Agreement. Client agrees to pay a retainer fee of \$7,500.00 to the Firm in the above-captioned matter, to be paid as follows: \$5,000.00 at the time of the execution of this agreement and \$2,500.00 on or before 8/16/19. This retainer fee will be applied toward any eventual attorney fees and expenses incurred or due the Firm and is agreed to be compensation to the Firm for services rendered in the above matter.

Client agrees to pay the Firm for all legal services rendered by an attorney at the hourly rate of \$400.00 per hour and for all non-legal services rendered by staff of the Firm at the hourly rate of \$150.00 per hour, together with all customary costs and expenses associated with the litigation of Client's claim(s) and these expenses are in addition to the hourly rate discussed above and will be billed every SIXTY (60) days, if any costs are incurred by Firm, with the understanding that Client will issue payment to the Firm within TEN (10) days of receipt thereof.

Firm agrees to obtain Client's prior approval before incurring any single expense exceeding \$300.00.

(a) **Particular costs and expenses:** The costs and expenses necessary in any litigated case may include, but are not limited to, any or all of the following

- court filing fees;
- process serving fees;
- deposition transcripts;
- mail, overnight, messenger or other similar delivery charges;
- travel mileage at .50 cents per mile;
- transportation, meals, lodging and all other costs of necessary out-of-office travel;
- long distance telephone charges;
- photocopying (in office) at .15 cents per page;
- additional cost for supplemental investigation by an Investigator(s);
- data based searches or other computer time as charged;

(b) **Client's responsibility: Re costs:** Firm may advance such costs and expenses on Client's behalf, but is not obligated to do so. Client agrees to reimburse Firm upon demand for any such advances. Client is responsible for such reimbursement regardless of the status or outcome of the claim/litigation.

Client's responsibility: Generally: In order to properly represent the Client in this matter, the Client agrees to fully cooperate with the Law Firm and supply any information and/or documentation that may be requested during the course of this Firm's representation.

Attorney's Lien: To secure payment to Firm of all sums due under this Agreement for services rendered or costs advanced, Client hereby grants Firm a charging and retaining lien on Client's claim and any cause of action or lawsuit filed thereon.

Client's Receipt of Agreement and Knowledge of Terms: Client acknowledges that it has read and fully understands all of the terms and conditions of this Agreement before signing it, and has received a copy of this Agreement upon execution thereof.

If the foregoing is agreeable to the Client, kindly execute same and return to the Law Firm. Please note that until the Law Firm is in receipt of this signed agreement and acknowledgement of the documents entitled: "Statement of Client's Rights" and "Statement of Clients Responsibilities", the Client has not retained the Law Firm and therefore the Law Firm cannot conduct any legal services (referenced above) on the Client's behalf

TERMINATION

If our relationship is terminated ("early termination") without your claim(s) having been concluded by settlement or judicial action, in such an event a fair and reasonable fee will be determined in accordance with legally accepted standards. It is therefore agree as and between the Client and this Firm that all services rendered by Firm or other counsel on their behalf in other jurisdictions, shall receive reimbursement for any and all associated out-of-pocket expenses incurred by Firm, as set forth above, plus an hourly rate of \$400.00 per hour as and for compensation for all attorney services rendered and an hourly rate of \$150.00 per hour as and for compensation for all non-legal services rendered in this case only. The aforementioned minimum fee shall be credited to the Client as part of any sums due the Firm for "early" termination. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request.

ARBITRATION

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

151 Albert A. Hatem

ALBERT A. HATEM, P.C.

151 Yaw Adjei Asante

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